

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X199

Date of Final Decision: 11 November 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer claims the company did not bill him correctly as it had based his bills on a neighbouring meter, and once this issue was resolved, it did not provide adequate compensation. Once the customer raised this issue with the company, it provided poor customer service. The customer is seeking the company to increase its compensation to reflect the inconvenience and distress caused.

#### Response

The company says the billing error was due to the customer being billed on a neighbouring property's meter. The mistake with the billing was found on 6 December 2021. The customer had been overcharged by £369.07, which the company adjusted the customer's account and applied a credit of £369.07. The company acknowledges various failings in customer service due to the COVID-19 pandemic and a series of unnecessary appointments. However, the customer has been paid £ 500.00 compensation for such. The company has not made any further offers of settlement.

#### Findings

I am satisfied that, whilst the evidence shows the company did fail to provide its services to the customer to the standard to be reasonably expected concerning the customer's charges, the customer has been adequately compensated. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been paid adequate compensation.

#### Outcome

The company needs to take no further action.

The customer has until 9 December 2022 to accept or reject this decision.

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# ADJUDICATOR'S FINAL DECISION

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## Case Outline

### **The customer's complaint is that:**

- The company did not bill him correctly as it had based his bills on a neighbouring meter and then did not provide adequate compensation once this issue was resolved.
- Once the customer raised this issue with the company, it provided poor customer service.
- The customer is seeking the company to increase its compensation to reflect the inconvenience and distress caused.

### **The company's response is that:**

- The billing error was due to the customer being billed on a neighbouring property's meter. The error with the billing was found on 6 December 2021.
- The customer had been overcharged by £369.07, which the company adjusted the customer's account and applied a credit of £369.07.
- The company acknowledges various failings in customer service due to the COVID-19 pandemic and a series of unnecessary appointments. However, the customer has been paid £500.00 compensation for such.
- The company has not made any further offers of settlement.

## How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. Whether or not the customer has suffered any financial loss or another disadvantage as a result of a failure by the company.

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In order for the customer's claim against the company to succeed, the evidence available to the adjudicator must show on a balance of probabilities that the company has failed to provide its services to the standard one would reasonably expect and that, as a result of this failure the customer has suffered some loss or detriment. If no such failure or loss is shown, the company will not be liable.

I have carefully considered all the evidence provided. If I have not referred to a particular document or matter specifically, this does not mean that I have not considered it in reaching my decision.

### How was this decision reached?

1. The dispute centres on whether the company provided poor customer service when it failed to bill the customer correctly due to basing its charges on a neighbouring meter.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. Furthermore, the company has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and the company's Customer Guarantee Scheme.
4. Under Section 142 to 143 of the Water Industry Act 1991, the company is permitted to charge for water and wastewater services provided and make a Charges Scheme which essentially fixes charges to be paid for services provided. However, as made clear in WATRS Rule 3.5, "*any matters over which OFWAT has powers to determine an outcome*" cannot be considered by WATRS. The question of whether a company has adhered to Sections 142 to 143 of the Water Industry Act 1991 is a matter for OFWAT to determine, and therefore I will make no findings on this matter in this decision.
5. From the evidence put forward by the company, I understand that on 31 March 2016, the company installed a Smart Meter on what was thought to be the customer's water supply. On 28 February 2018, the customer was due to be switched to metered charges. However, the company detected a possible leak in the customer's supply and advised the customer to contact the company.
6. On 23 May 2019, as the company had not heard back from the customer, the company switched the customer's tariff from a Rateable Value basis to metered charges. On 3 June 2019, the customer contacted the company to advise of a possible leak causing his usage to be high and

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that his Internal Stop Valve was not working. This was followed by a further call on 6 June advising that he could not isolate the Outside Stop Valve.

7. On 11 June 2019, the company attended to the property but could not 'prove' that the supply was the customer's. I understand that to 'prove' a supply, the customer must be present as the property's cold tap needs to be run and then the Outside Stop Valve operated.
8. On 11 April 2020, the customer contacted the company, concerned that his bills were still high and a leak still existed on his supply. I understand that the company could not help the customer at this time due to COVID-19 restrictions, and the company advised the customer on how he could investigate the matter himself if he wished.
9. On 8 October 2021 and 2 December 2021, the company attended the customer's property after its automated billing system highlighted a significant increase in consumption being recorded by the customer's meter. However, once again, it was unable to prove the supply.
10. On 6 December 2021, whilst undertaking another check on the customer's supply, the company found that the customer had been billed on the wrong meter. I understand that the company did find the customer's Outside Stop Valve, and it was organised that this would be replaced with a boundary box containing a new meter and Outside Stop Valve.
11. Following the visit on 6 December 2021, the company attended the customer's property multiple times and fitted a new Outside Stop Valve and then, on 14 June 2022, a new meter was fitted. During this period, the customer progressed his complaint to CCWater. On 26 July 2022, the new meter had recorded 2m<sup>3</sup> consumption, and the company was then able to calculate that the customer had been overcharged by £369.07 whilst billed on the wrong meter.
12. On 11 August 2022, the company contacted the customer to advise that his account had been adjusted to reflect the charges he would have received had he been billed on a metered connection since the company switched him to a metered tariff on 6 February 2019.
13. I understand that the company also made a goodwill offer of £500.00 because of the customer service issues experienced. However, the customer remained unhappy with the goodwill offer and, on 20 September 2022, commenced the WATRS adjudication process.

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14. Regarding the customer's comments that the company failed to bill him correctly as it had based his bills on a neighbouring meter, the evidence shows that his consumption was lower than his neighbour's daily consumption. On reviewing the actual consumption recorded on the customer's new meter and the consumption recorded on the neighbour's meter, I find that the company was correct in finding an overpayment of £369.07.
15. On careful review of all the evidence, I find that I am satisfied with the company's position that it has undertaken investigations into the cause of the raised consumption and, where appropriate, has acted. As shown by the company's response documents, it was found that the increased consumption was due to the customer being charged on the neighbour's meter.
16. Whilst I appreciate the customer's position and the time taken to try to establish the cause of the increased consumption, I note that the company has adjusted the customer's account to reflect the charges that he would have received had he been billed on a metered connection since the company switched him to a metered tariff on 6 February 2019. Bearing this in mind and the fact that, due to the refund, the customer has suffered no loss being billed on his neighbour's meter, I find that whilst the company has failed to provide its services to the standard one would reasonably expect regarding billing, the customer has been adequately compensated.
17. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that, by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind its calculation of the customer's charges.
18. However, I find that the company did not deal with the customer's concerns efficiently and appropriately, considering the circumstances, and this has led to a long, drawn-out dispute. I understand that the customer was provided with a goodwill payment of £500.00 during discussions with CCWater. After carefully reviewing all the correspondence provided in evidence, I am satisfied the company's payment of £500.00 is fair and reasonable in the circumstances to cover the complaint and any distress or inconvenience to the customer. Accordingly, where there were failings in the service provided, I find that the customer has been adequately compensated, and no further sums are due.

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19. In light of the above, I am satisfied that, whilst the company did fail to provide its services to the standard to be reasonably expected concerning the customer's charges, the customer has been adequately compensated. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.

#### **Outcome**

The company needs to take no further action.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 9 December 2022 to accept or reject this decision.
- When you tell WATRS that you accept or reject the decision, the company will be notified of this. The case will then be closed.

If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision



**Mark Ledger FCI Arb**  
**Adjudicator**

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